REMARKS/ARGUMENTS

Favorable reconsideration of this application as presently amended and in light of the following discussion is respectfully requested.

Claims 1, 3-9, and 11-15 are pending in the present application. Claims 1, 3-9, and 11-15 are amended and Claims 2 and 10 are cancelled by the present amendment without prejudice or disclaimer. Support for amendments to the claims can be found on page 10, lines 5-17 and page 21, lines 11-23. Thus, no new matter is added.

In the outstanding Office Action, Claims 3-8 and 10-15 were rejected under 35 U.S.C. § 112, second paragraph; Claims 1, 2, 9, and 15 were rejected under 35 U.S.C. § 102(e) as anticipated by Chase et al. (U.S. Patent No. 7,110,985, herein "Chase"); and Claims 3, 4, 6-8, and 11-14 were rejected under 35 U.S.C. § 103(a) as unpatentable over Chase in view of Akashi (U.S. Patent Pub. No. 2002/0026424).

Regarding Claims 3-8 and 11-15, these claims have been amended in the present response in order to clarify the action of the first and second license information. For example, Claim 3 is amended to recite "when the second license information is determined to be an overwrite attribute, the processing means writes a part or all of the second license information over said first license information," Claims 4-8 and 11-15 are similarly amended.

Regarding the rejections under 35 U.S.C. § 112, second paragraph of Claims 3-8 and 11-15, the outstanding Office Action states "Claims 3-8 and 11-14 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention." Applicants respectfully traverse this assertion.

Clearly, when the second license information is not found by said license identification information to be the overwrite attribute, the processing means does not write a part or all of the second license information over the first license information. MPEP

§2173.02 states that "[d]efiniteness of claim language must be analyzed, not in a vacuum, but in light of:(A) The content of the particular application disclosure; (B) The teachings of the prior art; and (C) The claim interpretation that would be given by one possessing the ordinary level of skill in the pertinent art at the time the invention was made." Specifically, Applicants respectfully submit that one possessing an ordinary level of skill in the art would clearly understand that the processing means recited in Claim 3, and similarly in Claims 4-8 and 11-15, is configured to overwrite the first license information when the processing means detects second license information housing the overwrite attribute. If the second license information does not have the overwrite attribute, then no overwriting is performed, this would be obvious to one with ordinary skill in the art.

Clearly there is no need to claim what would happen if the second license information is determined not to be an overwrite attribute in Claim 3, this situation is irrelevant to this claim which is concerned with determining if the second license information is an overwrite attribute. Accordingly, Applicants respectfully request that the rejection of Claims 3-8 and 11-15 under 35 U.S.C. §112, second paragraph, be withdrawn.

Applicant respectfully traverses the rejection of Claims 1, 9, and 15 under 35 U.S.C. §102(e) as anticipated by Chase with respect to amended Claims 1, 9, and 15.

Amended Claim 1 recites

> storage means for storing first license information corresponding to the content information;
> receiving means for receiving second license information corresponding to the content information; and
> license processing means for determining whether the second license information is an add attribute or overwrite attribute against the first license information used to combine the first license information and the second license information,
> wherein the content information is operated within a range of license information obtained by combining the first license information and the second license information.

Claims 9 and 15 recite similar features, although of differing class and/or scope.

Chase describes a rendering license and a modification string stored in the secure state store on a computing device and independently of each other.[1] However, Chase fails to teach or suggest a second license that serves as an update of said first license or reference a determining step used to indicate how the second license should modify the first as is recited in Claim 1.

Specifically, Chase describes that when a carrier license is received that includes a modification string, the carrier license and the modification string are separated with the carrier license being stored in a license store and the modification string being stored in the secure store. Upon selection of a rendering string, the modification string is retrieved from the secure store and used on the rendering string.[2]

However, Chase does not describe or suggest combining the first license and the second license. In other words, in Chase the modification string and the rendering string are not combinable licenses. In fact the modification string is not a license at all. The modification string is merely a list of commands that are used to perform some action on the rendering string such as revoking the rendering license. There is simply no teaching or suggestion in Chase of combining two licenses as is recited in Claim 1.

In addition, there is no description in Chase of determining whether the second license information is an add attribute or overwrite attribute against the first license information. As noted above, in Chase the modification string is merely used to act upon the rendering license when the rendering license is selected to render contented. As there is no description of combining licenses Chase has no need for a system that determines whether a second licenses information to be combined with a first information is for adding or for overwriting.

Thus Chase clearly does not describe or suggest all of the features recited in Claim 1.

---

[1] Chase col. 4 lines 20-50.
[2] Chase, col. 4, lines 37-49.

Further, Applicant respectfully traverses the rejections of Claims 3, 4, 6-8, and 11-14 under 35 U.S.C. § 103(a) as unpatentable over Chase and Akashi. Akashi describes a contents reproducing device with an updating step, encrypting step, and an overwriting step. However, Akashi does not cure the above noted deficiencies of Chase noted above.

Accordingly, Applicants respectfully submit that Claims 1, 9 and 15 and Claims 3, 4, 6-8 and 11-14 depending therefrom, patentably distinguish over Chase and Akashi considered individually or in proper combination.

Consequently, in light of the above discussion and in view of the present amendment, the present application is believed to be in condition for allowance and an early and favorable action to that effect is respectfully requested.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,
MAIER & NEUSTADT, P.C.

Bradley D. Lytle
Attorney of Record
Registration No. 40,073

Customer Number
22850

Tel: (703) 413-3000
Fax: (703) 413 -2220
(OSMMN 06/04)

I:\ATTY\JL\251896US\251896US (CHANGED)V2